

2.2.1.1 Percentage of Commitment Times Met - Service Order

2.2.1.2 Prompt Transmission of Customer Service Record ("CSR") Information

2.2.1.3 Prompt Transmission of Firm Order Conformation ("FOC")

2.2.1.4 PIC Changes Completed Within Twenty-Four (24) Hours

2.2.1.5 Disconnect Order Completion Interval

**2.2.2 Interconnection**

2.2.2.1 Trunk Orders on or Before the Committed Due Date

2.2.2.2 Firm Order Confirmation ("FOC") time delivery

2.2.2.3 Rights of Way ("ROW"), Conduit and Pole Attachment Availability

**2.2.3 Maintenance and Repair**

2.2.3.1 Average Clearing Time - Out of Service

2.2.3.2 Percentage of Commitment Times Met - Trouble Report

2.2.3.3 Trouble Reports per 100 Access Lines (Resale only)

2.2.3.4 Percent Repeated Trouble Reports

2.2.3.5 Percent Reporting Trouble Within Five (5) Days of the Date Installed

**2.2.4 Billing**

2.2.4.1 Advance Notice of Late Billing Associated with the Wholesale Bill

2.2.4.2 Delivery of Mechanized Customer Service Record ("CSR") for Wholesale Bill Verification

2.2.4.3 Charges Billed in Current Wholesale Bill Period for Flat Rated Services

2.2.4.4 Charges Billed Within Ninety (90) Days for Usage Charges

2.2.4.5 Financial Accuracy of Local OCC Bills

2.2.4.6 Customer Usage Data - File Transfer

2.2.4.7 Customer Usage Data - Timeliness

2.2.4.8 Customer Usage Data - Accuracy

**2.2.5 Operator Services** (only if utilized by MCIIm)

2.2.5.1 Average Toll Answer Time

2.2.5.2 Average Directory Assistance Answer Time

**2.3** All the above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

**2.4** The Parties may mutually agree to further require additional and/or modified reporting as part of the Implementation Plan in Part A, or subsequently as business needs demand.

## **APPENDIX C**

### **EXCERPTS FROM CENTEL ILLINOIS/ MFS AGREEMENT**

22.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief regarding performance and implementation of this Agreement. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion.

22.2 This Agreement shall at all times be subject to changes or modifications with respect to the rates, terms, or conditions contained herein as may be ordered by the Commission or the FCC in the exercise of their respective jurisdictions, whether said changes or modifications result from a rulemaking proceeding, a generic investigation or an arbitration proceeding which applies to Sprint or in which the Commission makes a generic determination. This Agreement shall be modified, however, only to the extent necessary to apply said changes where Sprint-specific data has been made available to the Parties and considered by the Commission. Any rates, terms conditions thus developed shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the Commission or the FCC, regardless of whether such action was commenced before or after the effective date of the Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon necessary amendments to the Agreement.

### **23.0 QUALITY OF SERVICE STANDARDS**

23.1 Sprint shall provide MFS provisioning, repair and maintenance support at the same times and durations as Sprint provides for itself and/or its Customers. Sprint shall accept orders from MFS during the hours of operation of the appropriate ordering center.

23.2 Sprint shall provide MFS maintenance and repair services on unbundled facilities in a manner that is timely, consistent and at parity with unbundled service provided to Sprint's end users and/or other carriers.

23.3 Within 120 days of the effective date of this Agreement, Sprint and MFS will jointly develop a method to monitor, on a monthly basis, the following key measurements:

a) the number each of unbundled loop, RCF number portability and Traffic Exchange trunk installations in the month completed by the MFS desired due date or missed due to end user or MFS actions, divided by the number of MFS installations for unbundled loop, RCF number portability and Traffic Exchange trunks for the month;

b) the number of customer-generated trouble reports on unbundled loops, RCF number portability and Traffic Exchange trunks entered during the given month divided by the total number of MFS circuits, and

c) the average interval, expressed in hours to the nearest tenth, from receipt of the unbundled loop, RCF or Traffic Exchange trunk trouble report until the time that the trouble report is cleared with the Customer.

23.4 For the key measurements listed in Section 23.3, Sprint will have the following target objectives:

- a) percentage of end user desired due date met: 98%;
- b) failure frequency: 1.5%;
- c) failure interval: 2 hours.

23.5 Sprint will provide to MFS the key statistical measurements listed in Section 23.3 on a monthly basis and will also provide to MFS on a monthly basis the same measurements (i.e., percentage completed by customer desired due date, failure frequency and mean time to repair) for its end user and other Customers for similar services.

23.6 Sprint will incorporate the key measurements listed in Section 23.3 into its "Tracking Exceptional Customer Satisfaction" program or its successor.

23.7 Sprint and MFS shall negotiate a mechanism whereby Sprint will improve performance when it is in breach of the target objectives listed in Section 23.3. Sprint shall indemnify MFS for any forfeitures or civil penalties or other regulator-imposed fines caused by Sprint's failure to meet Commission imposed service standards or agreed to service standards.

## **24.0 PERFORMANCE INCENTIVES**

24.1 Certain definitions. When used in this Section 24.0, the following terms shall have the meanings indicated:

24.1.1 "Specified Performance Breach" means that the failure by Sprint to meet the Performance Criteria for any of the four Specified Activities as defined below:

24.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by Sprint of unbundled Loops for MFS ("Unbundled Loop Installation");

- (ii) Sprint's provision of Interim Number Portability to MFS;
- (iii) the repair of out-of-service problems for MFS ("Out-of-service Repairs"); or
- (iv) Sprint's provision of Telephone Exchange trunks.

24.1.3 "Performance Criteria" means, with respect to each calendar month during the term of the Agreement, the performance by Sprint during such month of each Specified Activity shown below within the time interval shown below in at least eighty-five percent (85%) of the covered instances measured on a monthly basis:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation*</u>	
1-10 Loops per Service Order	5 days from Sprint's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Sprint's Receipt of valid Service Order
21+ Loops per Service Order	to be Negotiated
(ii) <u>Interim Number Portability*</u>	
1-10 Numbers per Service Order	5 days from Sprint's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from Sprint's Receipt of valid Service Order
21+ Numbers per Service Order	to be Negotiated
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from Sprint's Receipt of Notification of Out-of-Service Condition
(iv) <u>Telephone Exchange Trunks*</u>	

\* In the event that facilities do not exist, the Parties agree to negotiate acceptable due dates.

all trunks	10 days from Sprint's Receipt of valid Service Order
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**24.2 Specified Performance Breach.** In recognition of the (1) loss of Customer opportunities, revenues and goodwill which MFS might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of MFS having available to it customer opportunities similar to those opportunities currently available to MFS; and (3) the difficulty of accurately ascertaining the amount of damages MFS would sustain in the event of such a Specified Performance Breach, Sprint agrees to pay MFS, subject to Section 24.4 below, a Performance Incentive in the event of the occurrence of a Specified Performance Breach.

**24.3 Performance Incentives.** The performance incentives payable by Sprint to MFS as a result of a Specified Performance Breach shall be a total of \$10,000 for each Specified Performance Breach. MFS and Sprint agree and acknowledge that the Performance Incentives are not a penalty and have been determined based upon the facts and circumstances of MFS and Sprint at the time of the negotiation and entering into this Agreement, with due regard given to the performance expectations of each Party.

**24.4 Limitations.** In no event shall Sprint be liable to pay the Performance Incentives if Sprint's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by MFS to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Operations Plan); (b) any delay, act or failure to act by a Customer, agent or subcontractor of MFS; (c) any Force Majeure Event; (d) or such other delay, act or failure to act as upon which the Parties may agree. If a Delaying Event (i) prevents Sprint from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Sprint's compliance with the Performance Criteria, or (ii) only suspends Sprint's ability to timely perform the Specified Activity, the applicable time frame in which Sprint's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

**24.5 Cumulative Remedy.** The Performance Incentives constitute the sole and exclusive remedy of MFS under this Agreement for Sprint's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 24.0; except, notwithstanding the above, MFS does not waive its right to file a formal complaint with the FCC or the Commission to seek other remedies if Sprint fails to meet the Performance Criteria in a consistent manner.

**24.6 Records.** Sprint will maintain, and provide to MFS complete and accurate

records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria as set forth in Section 23.

24.7 Start Date. Performance Monitoring and Performance Incentives shall commence beginning on the 60th day from the completion of the Joint Operations Plan.

## **25.0 MISCELLANEOUS**

### **25.1 Authorization**

25.1.1 Central Telephone Company of Illinois is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to execute and deliver this Agreement and to perform the obligations here under.

25.1.2 MFS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations here under.

25.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

25.3 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

25.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power



## **APPENDIX D**

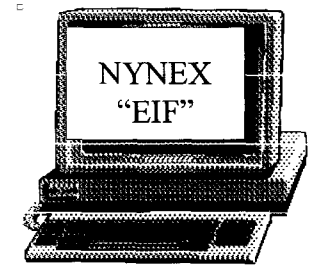
# “Current Reality of Pre-Order Interfaces”

Sprint

National Integrated Service Center (NISC)

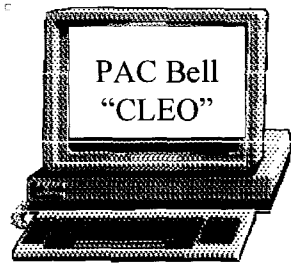


- Each “GUI” tool provided by the ILECs is different (no two are alike).

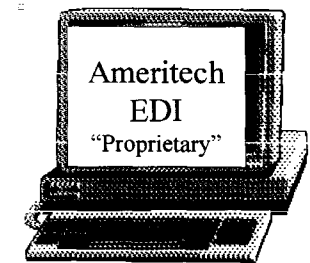


- Most tools are not robust and require phone calls to ILECs that adversely effect servicing the customers.

- When CSR information is not available, a call is initiated to the ILEC

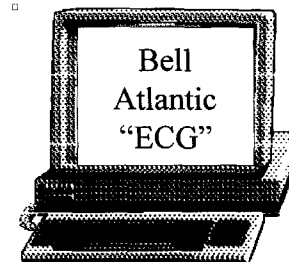
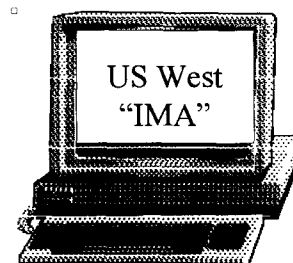
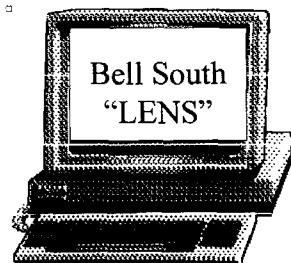


- A dedicated number of customer service reps have to be assigned to 1 or 2 ILECs each, due to training and complexity of tools.



- Extensive unit cost increases to Sprint in this environment.

- This picture is identical to the environment in our trouble/repair center.

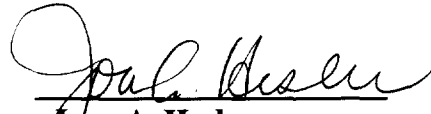


# Current Status of Electronic Interfaces

	Ameritech	Bell Atlantic	BellSouth	GTE	NYNEX	PacBell	SW Bell	US WEST
<b>RESALE</b>								
<b>Pre-Order</b>	Non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface	Manual and non-standard electronic interface	Non-standard electronic interface	Manual and non-standard electronic interface	Non-standard electronic interface	Manual and non-standard electronic
<b>Ordering</b>	Non-standard electronic interface	Manual	Manual and non-standard electronic interface	Manual and non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface
<b>Provisioning (Feedback, FOCs, status, etc.)</b>	Non-standard electronic interface	Manual	Manual and non-standard electronic interface	Manual and non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface	Non-standard electronic interface
<b>Testing/ Trouble Reporting</b>	Non-standard electronic interface	Manual and non-standard electronic interface	Manual and non-standard electronic interface	Manual	Non-standard electronic interface	Manual and non-standard electronic interface	Non-standard electronic interface	Manual
<b>Billing/ Usage</b>	Current: EMR/EMI Variable Length	Current: EMR/EMI Variable Length	Current: EMR Variable Length	Current: EMR/EMI Fixed Length NDM	Current: EMR/EMI Variable Length NDM	Current: EMR/EMI Fixed Length NDM	Current: EMR/EMI Variable Length NDM	Current: EMR/EMI Variable Length NDM
<b>UNBUNDLED ELEMENTS</b>								
<b>Ordering and Provisioning of Unbundled Elements</b>	Non-standard electronic interface	Unknown	Manual	Manual	Non-standard electronic	Manual and Non-standard electronic	Non-standard electronic interface	Unknown

## CERTIFICATE OF SERVICE

**I hereby certify that a copy of the foregoing Comments of Sprint Corporation was Hand Delivered or sent by United States first-class mail, postage prepaid, on this the 10th day of July, 1997 to the below-listed parties:**

  
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